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of authority is that if negligence on the part of the railroad company is lacking, the railroad company is in no respect liable for conflicting electrical currents *Eastern & South African Tel. Co. v. Tramways Co.*, L. R. 1902 App. Cas., 186; *Nat'l Tel. Co. v. Baker*, 2 L. R. Chan., 1893, 186; *Hudson River Tel. Co. v. Waterliet Co.*, 135 N. Y., 393; *Bel Tel. Co. v. Ry. Co.*, 3 Am. Elec. Cas., 356.

EVIDENCE—PAROL EVIDENCE—EXPLAINING TERMS—GRINDING SEASON.—*POTO RICO SUGAR CO. v. LORENZO*, 32 SUPREME COURT REPORTER, 133 (P. R.)—*Held*, a contract to grind all the sugar cane raised by a lessee upon certain specified plantations leased to him for a certain number of grinding seasons is a contract to grind in the grinding season, and parol evidence is admissible to show what season that is.

The general rule is that a written document's contents cannot be contradicted, altered, added to, or varied by parol evidence. *Finley v. U. S. Bank*, 2 McLean, 44. But parol evidence is admissible to elucidate an ambiguity in a written contract. *Phelps v. Clasen*, Fed. Cas. No. 11,074; *Fidelity Mut. Fire Ins. Co. v. Murphy*, 4 Neb. 578. Also to explain incomplete provisions of a written contract. *Stone & Co. v. Mulvaine*, 217 Ill., 40; *Gould v. Boston Excelsior Co.*, 91 Me., 214. Intention may also be shown by parol evidence. *Murray v. Riley*, 140 Mass., 490; *Beason v. Kurz*, 66 Wis., 448. And also to aid construction and to supply omissions. *Trustees of General Assembly, etc. v. Guthrie*, 6 L. R. A., 321 (Va.). But where a legal presumption will fill the omission, parol evidence is not admissible. *Atwood v. Cobb*, 16 Pick., 227; *Thompson v. Ketcham*, 8 Johns. (N. Y.), 190; *Thompson v. Phelan*, 22 N. H., 339.

EXEMPTIONS—STATUTORY PROVISIONS—DOMESTIC ANIMALS.—*PATTERSON ET UX V. ENGLISH ET AL.*, 142 S. W., 18 (TEX.)—*Held*, where a statute exempts from forced sale certain animals, young animals of the species and descriptions named that will eventually come within the statutory designation are included within the exemption. *Graham, C. J., dissenting.*

While authority is in support of the rule laid down in the principal case, different grounds have been taken by the courts in construing exemption statutes as applied to domestic animals. A heifer which has not begun to give milk is exempt from execution as a cow if its owner intended to keep it as a cow. *Carruth v. De Grassie*, 77 Mass., 211. A heifer is exempt from attachment as a cow if the debtor has no other animal of the kind. *Johnson v. Babcock*, 90 Mass., 583. A two-year-old heifer, not with calf, is exempt from attachment if the debtor has no other cow. *Dow v. Smith*, 7 Vt., 465; *Freeman v. Carpenter*, 10 Vt., 433. The fact that pigs and shoats are not yet of size for slaughtering does not prevent them being exempt as pork on foot. *Byrons v. Mount*, 89 Tenn., 361. But it is held in *Mitchell v. Joyce*, 69 Ia., 121, that a statutory exemption of two cows and a calf does not include a yearling heifer. Statutes exempting property

from execution are generally held to be reasonably and liberally construed. *Montague v. Richardson*, 24 Conn., 338; *Stewart v. Brown*, 37 N. Y., 350. Some cases hold that such statutes must be strictly construed, *Temple v. Scott*, 3 Minn., 419; *Carty v. Drew*, 46 Vt., 346; and being in derogation of the common law are not to be extended by equitable construction. *Rice v. Otter*, 5 Denio, 119.

INSURANCE—PREMIUMS—CREDIT—PRESUMPTIONS.—*WASHBURN v. U. S. CASUALTY CO.*, 81 ATL., 575, (ME.).—*Held*, credit is presumed to have been extended to insured for a premium, if policy was delivered without requiring payment.

It is generally held that actual payment of the premium is unnecessary. A promise to pay on the part of the insured will constitute ample consideration. Such a promise may be express; *Jones v. New York L. Ins. Co.*, 168 Mass., 397; *Ohio Farmers' Ins. Co. v. Stowman*, 16 Ind. App., 205; or implied from the attendant circumstances of the transaction. *Newark Mach. Co. v. Kenton Ins. Co.*, 50 Ohio St., 549; *Equitable L. Assur. Soc. v. McElroy*, 49 U. S. App., 548. The courts go even farther and hold that though the policy expressly stipulates that the contract shall not be binding until a premium be actually paid, such a stipulation may be, and shall be deemed to be, waived by such conduct on the part of the insurer as shows an intention not to insist on its performance. *Roberts v. Security Co.*, 1 Q. B., 111; *Commercial F. Ins. Co. v. Morris*, 105 Ala., 498; *New York Cent. Ins. Co. v. National Protection Ins. Co.*, 20 Barb. (N. Y.), 468. Thus a delivery of such a policy as a completed and executed contract will be deemed a waiver of the stipulation and credit for the premium will be presumed. *O'Brien v. Union Mut. L. Ins. Co.*, 22 Fed. Rep., 586; *Miller v. Brooklyn L. Ins. Co.*, 12 Wall. (U. S.), 285; *Wood v. Poughkeepsie Mut. Ins. Co.*, 32 N. Y., 619.

LANDLORD AND TENANT—BREACH OF CONTRACT—LOSS OF PROFITS—LIABILITY OF LANDLORD.—*SKINNER v. GIBSON*, 121 PAC. (KAN.), 513.—*Held*, that the failure of cattle to grow and take on flesh because of an insufficiency of pasture, was a ground for the recovery of damages by the tenant where the pasture rented of the landlord contained materially less land than had been represented.

Damages may be recovered for loss of profits if they are proximate, certain, and within the contemplation of the parties when the contract was made. *Brigham & Co. v. Carlisle*, 78 Ala., 243; *Hale on Damages*, p. 72, *et seq.* Mere speculative or conjectural profits are not recoverable. *Reed v. Lewis*, 94 Ala., 626. Damages for wrongfully prevented gains may be ascertained with reasonable certainty by comparison with previous business or past experiences of a similar kind. *Brown v. Hadley*, 43 Kan., 267; *Schile v. Brokhahus*, 80 N. Y., 614, *contra*; *Pollit v. Long*, 58 Barbour, 20. Where the defendant failed to deliver fertilizer, the measure of damages was the difference in value between the crop raised and a similar crop